

1900-061 Chancery Causes: Cdn. of Emmet H. Russell to by vs. Emmet H. Russell to  
Lee Co.

Zion, Garrison, Kelly, Skaggs

3 Plats

CA - Estate Dispute  
T - Property

- Deed  
- Land Grant



To the Hon. H. S. K. Morrison, Judge of the  
Circuit Court for Lee County;

Humbly Complaining your orator  
Geo. M. Russell guardian for Emmet H., Doris  
A. and Cando L. Russell infant children of  
Rebecca J. R. Russell would respectfully  
represent unto your Honor that the  
said infants are seized of the reversion-  
ary interest in fee to one moiety of a  
certain tract or parcel of land lying and be-  
ing in Lee County on both sides of Cane  
Creek and adjoining the Howard and Zion  
land, containing about 160 acres; it being  
the same land conveyed by deed by Pat-  
terson Zion & Mary J., his wife, to your ora-  
tor and the said Rebecca dec'd. his late  
wife, subject however to the life estate  
reserved in said conveyance to the said Pat-  
terson Zion and his wife or to the survivor  
of either. A copy of said deed is here  
filed marked "F" and prayed to be made a  
part of your orator's plea.

Your orator states further that  
said Patterson Zion sometime in the year  
1881, and after the execution and delivery of  
said deed departed this life; and that in  
the year 1884 the said Rebecca one of the  
grantees in said deed and the wife of your  
orator, also departed this life intestate,  
seized of the reversionary interest in fee to  
one moiety of said land. And she left  
surviving her as her heirs at law the



\* Your orator further states that at the Sept term (1890) of County Court of Rio Grande  
was appointed & duly qualified as the guardian of the said Emmet H. Davis & Rando L. &  
Rando L. Russell, and is yet their guardian. A copy of the order of said court ap-  
pointing him such guardian is on file in the Court House of Rio Grande.

said Emmet H. Davis & Rando L. Russell to whom the said Rebecca's interest in said land descended.\*

Your orator further states and avers that the said Mary J. Zion wife of said Patterson Zion still lives and is there-  
fore entitled to the full use and enjoy-  
ment of said land by virtue of the said deed of Patterson Zion and herself to your orator and the said Rebecca. Said land has never been partitioned between your orator and the said Rebecca, Zion between him and his <sup>said</sup> wards, so that your orator and his said wards are tenants in com-  
mon of said reversionary interest in said land.

Your orator further avers and alleges that his said wards are infants, that Emmet H. Russell is 17 years old; that Davis J. Russell is 14 years old and that Rando L. Russell is 7 years old.

Your orator further alleges and is advised that the interest of his said wards will be greatly promoted by a sale of their said interest in said land, because said land lies along the line of the L. & N. R.R. now in the course of construction, and near where it is said a depot will be located, and within the limits or territory where a town is proposed to be started up by a company of capitalists and is therefore eagerly sought after by speculators; that



1 a large portion of said land is suitable for  
2 town lots and building purposes and on a  
3 sale would in all probability bring a fabu-  
4 lous price; that by having a sale of said land  
5 now your orator's wards would come into pos-  
6 session of their estate and the same would bring  
7 them a good annual income, whereas now they  
8 get nothing in the way of rents and profits from  
9 their land, and will not get an income therefrom  
10 until <sup>after</sup> the death of their grand-mother, the said  
11 Mary J. Zion; that the said infants have no  
12 other estate than said interest in said land;  
13 that they are now of that age that they  
14 ought to have money with which to be educated  
15 ~~with~~; and that their aunt, Susan Garrison who  
16 is the only sister of the said Rebecca, and their  
17 said grand mother, Mary J. Zion would be their  
18 only heirs in the event of their deaths before  
19 attaining the ages of 21 years and without issue.

20 Your orator further alleges that the said  
21 Mary J. Zion <sup>is about 65</sup> years old and is  
22 willing that said <sup>two acres of</sup> land be sold, together with  
23 her life estate thereon, in order that the in-  
24 terest of your orator's wards and her grand-  
25 children may be promoted thereby.

26 Your orator will further state, that be-  
27 lieving he could make it clear to your  
28 honor's mind ~~to the~~ <sup>for</sup> promotion of the in-  
29 terests of his said wards, he has already  
30 sold ~~ten~~ <sup>two</sup> acres of said <sup>land</sup> on the north western  
31 corner thereof to the Pennington's Safe manufac-  
32 ture Company at the price of \$200<sup>00</sup> per



1 acre and he and Mrs. Zion have made a  
2 deed to their individual interest in the  
3 same; this price is four times more than  
4 this land was <sup>ever</sup> before considered to be worth.  
5 So your orator prays that the sale made  
6 by him be confirmed and a court be ap-  
7 pointed to make conveyance to said Company  
8 to the interest of his said wards in said  
9 land. Your orator alleges that said Company  
10 is ready, able and willing to pay for said  
11 land at any time. See Exhibit "B" for plat.  
12 Now in as much as your orator is  
13 remediless in the premises save by the aid  
14 of a court of equity where matters of this  
15 kind are alone and properly cognizable, he  
16 humbly prays that the said Edmund H. Rus-  
17 sell, Norris S. Russell, Rando L. Russell  
18 Mary J. Zion and Susan Garrison be made  
19 parties defendants to this bill; that for said  
20 infants a guardian ad litem be assigned them  
21 that all of said defendants except Rando  
22 L. Russell in their own proper persons  
23 be required to answer the several allega-  
24 tions of this bill as fully and particularly  
25 as if specially interrogated thereto; that  
26 your honor will confirm the sale of  
27 said ten acres of said land and ap-  
28 point a court to make conveyance of  
29 the title thereto <sup>to</sup> said Pemington's Gas  
30 Improvement Company; that your honor  
31 will decree a sale of the interest of  
32 his said wards in the residue of

convey of said ten acres.



1 said land and the investment of the proceeds  
2 thereof, upon such terms and conditions and  
3 in such manner as will best promote the  
4 interests of your orator's wards. May such  
5 further, other and general relief as may be  
6 consistent with equity and the nature of  
7 this case be granted your orator. And he  
8 will ever pray &c. May Spc. issue &c.

9 W. H. Pennington. p. q.

10 Virginia:

11 Her County, to wit:

12 I, J. A. Estyatt do certify that  
13 George W. Russell plaintiff in the foregoing  
14 this day personally appeared before me  
15 in my County & State aforesaid and made  
16 oath that the statements made in said bill  
17 so far as made upon his own knowledge are  
18 true, and so far as made upon the knowledge  
19 or information of others, he believes to be true.  
20 Given under my hand this the 30<sup>th</sup> day of  
21 July, 1890.

J. A. Estyatt cl r



Tax	51.33	to 21
Atty	15.00	Paid
Comm. P.	5.00	Paid
A. & L.	5.00	Paid
Librarian	75	Paid
J. P. Fee	4.00	Paid
Hilt-	2.00	
Surveyor	5.00	Paid
C. C. Court	11.25	Paid
47.15		
Sheriff	25.00	Paid
51.00		

*G. H. R.*

vs. } Biss In Chancery

E. F. Russell & Co

1890. Post. & Co. Rules Bisc.

And I had in ad-  
vance 1000000. What is  
there in fish & corn

11. 2<sup>d</sup> Aug. Bkly. J. L. V. 1851  
Amst. ch. 4. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833

James Selzer Headmaster

Aug 21 1860

11. *Sp. cont.*

1891. Mr. Harvey. Concluded

Wm. George & Co. Ltd.

1892 Continued this Year

1893	"	"
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To the Hon. H. S. H. Morrison Judge of the  
Circuit Court for Lee County:

The joint answer of Emmet H., Doris  
L. & Rando L. Russell, infants under the  
age of 21 years, by J. A. G. Hyatt their  
guardian ad litem, assigned to defend-  
them in this suit, to a bill of Complaint  
exhibited against them and others in the  
Circuit Court for the County of Lee by  
George H. Russell their guardian:

The respondents reserving to them-  
selves the benefit of all just exceptions  
to the said bill, for answer thereto, or to  
so much thereof as they are advised  
it is material they should answer, by  
their said guardian ad litem answer  
and say:

That they are infants of under years,  
and by reason of their infancy, are inca-  
pable of understanding, or of taking care  
of their rights and interests; but that they  
suppose that the prayer of said bill  
ought to be granted as their interest would  
be promoted thereby. They therefore, by their  
said guardian ad litem commend themselves  
and their rights and interests to the protection  
of the court, and pray that no decree  
may be pronounced against them which



will tend to their prejudice. Now having  
fully answered, the said respondent prays  
to be hence dismissed with their reasonable  
like costs in this behalf expended & they  
will ever pray &c.

J. A. G. Hyatt

Guardian ad Litem for said infants  
Virginia

Lee County, to wit:

This day J. A. G. Hyatt  
personally appeared before me  
the undersigned J. R. Gibson Clerk Lee Co. C.  
in my county & State aforesaid and  
made oath that the statements made  
in the foregoing answer so far as made  
of his own knowledge are true and  
so far as made upon the information  
of others he believes to be true. Given  
under my hand this 18 day of Aug-  
1890-

John R. Gibson Clerk

Es. H. Russell et al

ads. J. A. G. Hyatt

Es. H. Russell et al

Filed Aug 4/90-

J. A. G. Hyatt



To The Hon. H. S. H. Morrison Judge of the  
Circuit Court for Lee County

The joint answer of Emmet H.,  
and Doris J. Russell to a bill of com-  
plaint filed against them and others by  
their guardian George H. Russell in your  
honor's court.

Your said respondents say they have  
carefully read and <sup>had</sup> explained to them the  
objects of said bill, although tender in  
years, they know the allegations therein  
are true, and that their interest would  
be greatly promoted by a sale of their  
interest in said land; and they pray  
your honor that the relief asked for  
by their said guardian may be granted  
as soon as practicable. Not leaving  
answered said bill as fully as they  
are advised it is material for them  
to answer, your respondents pray to be  
hence dismissed with their reasonable  
costs. And they will ever pray &c.

Doris J. Russell,

Emmet H. Russell,

Virginia, Lee County, to wit:

This day Emmet H. Russell and  
Doris J. Russell personally appeared be-  
fore me the undersigned J. A. G. Hyatt  
in the County and State aforesaid and  
made oath that the statements made in the  
 foregoing answer so far as made of their own  
knowledge are true, and so far as made



1 upon the knowledge or information of  
2 others they believe to be true. Given  
3 under my hand this 25 day of July, 1870.  
4 J. P. Hewitt  
5 Clarke

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Co. H. 4th Cal. Reserves  
ad. J. Anderson to be  
Lt. H. H. Russell  
Filed July 26th 1870.  
J. P. Hewitt



To the Hon. H. S. K. Marion Judge of the  
Circuit Court for Lee County:

The separate answer of  
Mary J. Zinn to a bill of complaint  
filed against her and others by ~~the~~  
George W. Russell in your honor  
court:

Your respondent says she  
has had read and explained to  
her the bill of said Russell and  
she says she knows the allegations  
therein made are true; that the  
interest of said infants would  
be greatly promoted by a sale of  
their interest in said land; that  
in so far as she is concerned  
she is willing a decree be render-  
ed in said cause for that purpose,  
and that under all the circum-  
stances the sale of said ten acres  
of said land made by said plain-  
tiff ought to be confirmed, because  
said sale is unquestionable pro-  
motive of said ~~the~~ infants'  
interest. Now having answered  
said bill as fully as she is advised  
it is mature for her to answer. She  
prays to be hence dismissed with



her reasonable costs and she will  
ever pray to

Mary J. Zinn by  
her counsel.

V<sup>er</sup>., Lu Co., to wit:

This day Mary J. Zinn  
personally appeared before me  
the undersigned Henry J. Morgan Esquire  
in my county & State aforesaid and  
made oath that the statements made  
in the foregoing answer so far as  
made of her own knowledge are true,  
and so far as made upon the in-  
formation of others she believes to be  
true. Given under my hand this  
14th day of Aug 1890.

Henry J. Morgan Esq. inly  
Circuit Court in County

Mary J. Zinn

vs. J. Anderson

B. H. Ridsack quor. R.

Filed Aug 14/90.

J. B. Hyatt



Geo. W. Russell Guard & Off.

vs.

Emmett H. Russell & others Defts.

In Chy.

This cause came on <sup>this day</sup> to be finally heard on the papers formerly read in the cause, and the report of George W. Russell Special Comr. dated Nov. 10 1900 & filed in the cause at the present term showing that Geo. W. Russell as Special Comr. along with others, had made executed and acknowledged for record a deed conveying to B. H. Allen the defendant Randall L. Russell's undivided interest in the two pieces of land mentioned and described in the deed filed with said report as exhibit (A) with covenants of special warranty, and was argued by counsel, and no exceptions being filed thereto, and said report and deed therewith being seen and inspected by the court, on consideration thereof It is adjudged ordered and decreed that the said report and deed so far as Randall L. Russell is concerned, is approved and confirmed, and the clerk of this, will deliver to the clerk of the county court, said deed for recordation, and no further action being necessary in the cause, the parties are hence dismissed and the cause stricken from the docket;



Morgan & Lloyd

Contract about cattle

1899

Recorded in Deed Book  
No. 36 page 5

Examined March 14, 1900

Indexed

Geo W Russell Esq and

vs } Decree final

Emmett A Russell Tal

Entered on Vol B No.  
P. 450.

Enter this date

H. A. W. Blum

Nov. 1900



George W Russell Grand & Petty

vs.

Exh. Bly

Esseant H. Russell vs. Deft.

This cause came on this day to be further heard on the papers heretofore read in the cause and the report of Special Court George W. Russell filed in the cause Oct the 22<sup>nd</sup> 1896 showing that pursuant to the decree of this Court, entered in this cause, on the 5<sup>th</sup> day of March 1895 he had conveyed by proper deed to John F. and E. J. Skuggs two undivided sixths parts of the 55 acre tract of land referred to in the said decree being the two interest of Doris J. Russell and Randolph Russell therein and was argued by counsel, and the said report being accepted to, on consideration of all which, It is adjudged ordered and decreed that said report and deed therein referred to be and the same are hereby approved & confirmed and the cause is continued.



George W. Russell Guard  
no } Decm. Conf. Right of 1896

Entered in City O. B.  
No. 4 for 471

Enter this  
Nov. June 7 1896

W. J. M.



George W. Russell. Guard & C. Off.

vs.

In Chy.

Emmett W. Russell et al, & Co

This cause came on this day to be again further heard, on the papers heretofore read therein, and the report of Special Commr. G. W. Russell, dated and filed in the Cause & filed the 22<sup>nd</sup> / 1895, showing that he had bargained & sold subject to the approval of the Court, his two wards, Doris J. and Rando L. Russell's undivided interest in the 55 acre tract of land to John T. Skaggs at the rate of \$30.<sup>00</sup> per acre, one-third of which is to be paid in hand and the remaining two-thirds <sup>on one & two years time</sup> with interest from date of approval of such sale, and was argued by Counsel, and the said report being unexcepted to and it appearing to the Court that the sale so made by Commr. Russell on the part of his said two wards, is a judicious and proper one, and one which will result to the benefit of the said two infants, on consideration of all which, it is adjudged, ordered, & decreed, that the sale on the part of the said two infants, made by the said Commr. Russell to the said Skaggs, be and the same is hereby, ratified, approved, and confirmed and the said G. W. Russell



as Guardian for his said two wards,  
 will receive the said Cash payment  
 from the said Staggs, and will take  
 said Staggs notes with good security  
 to himself as Guardian, for the de-  
 ferred payments, bearing interest  
 from this day, and the said G. W.  
 Russell is hereby appointed a  
 Special Commissioner to Convey  
 to the said J. T. Staggs, said Doris  
 J. and Rando L. Russells, undivided  
 interests in the said 55 acre tract  
 of land, being two thirds of one un-  
 divided half, thereof, and as further  
 security for the payment, of said two  
 notes he will retain the vendors  
 lien in said deed of Conveyance,  
 and he will report his action to the  
 Court, & this Court is Continued -

G. W. Russell, Guardian.  
 vs. -  
 Doris J. Russell  
 Rando L. Russell

O.R.  
 Page 143  
 Enter this  
 March 5 - 1895  
 W. J. M.



G. W. Russell Grand &c.

vs.

E. H. Russell & al

Plffs

Defts

Law Clerk

This cause came on this day to be again further heard, on the papers heretofore read therein, and the report of Court G. W. Russell made and filed in this cause this day showing that he had made and executed a deed of conveyance as required and directed by a decree entered in this cause on the 3rd day of Sept 1891. And was argued by counsel, and said report and deed therewith submitted, being unopposed to and seen and inspected by the Court. On consideration of all which It is adjudged ordered and decreed that said report and the deed of conveyance therewith be and the same are hereby confirmed, and the clerk of this will deliver to the clerk of the county court of this county said deed for recordation, and the cause is continued.



G. W. Russell Guard

107 } Deane Confg. Deed

E. H. Russell & al

Edw. C. C. C.  
Aug. 1891.  
H. H. C. C.

Enter this  
Deed 4 1891,  
H. H. C. C.



George W. Russell Guard & Poff

vs.

Mary J. Gion others

Poff

In Chy

This cause came on this day to be further heard on the papers heretofore read therein, and the report <sup>and exhibits therewith</sup> of the Poff & W. Russell bond and Guardian dated and filed in the cause the 25<sup>th</sup> day of July 1891. Showing that he had bargained and sold his own interest, and the undivided interest of his three children and wards, in a certain piece of land referred to and described in exhibit (A.B) with said report, and shown in exhibit (A.B) with said report, containing 10 acres and  $\frac{7}{100}$  acres, to R. M. Gibson, H. E. Fugate, W. J. Gilly, B. H. Sewell and D. C. Sewell at the price of five hundred dollars per acre and the proportion that each one of said parties were to have thereof, and the quantity that said five parties should own jointly, and was argued by counsel. And the said report being unaccepted to. On consideration of all which It is adjudged ordered and decreed that said report and the sale therein referred to, be and the same is hereby ratified approved and confirmed so far as said three infants are concerned, And G. W. Russell is hereby appointed a Special Commissioner for the purpose of conveying said infants undivided interest in the said 10 acre and  $\frac{7}{100}$  acres of land to said five purchasers thereof, and in doing so, if they so desire, he will convey to each one of them separately as follows: To R. M. Gibson one and one half acres in its undivided condition, To H. E. Fugate one and one half acres in its undivided condition, To W. J. Gilly one undivided acre, To B. H. Sewell one undivided acre, and To D. C. Sewell <sup>and Mary C. Sewell his wife</sup> two undivided acres thereof, and to said five parties jointly the remaining



3 acres and  $\frac{7}{100}$  acres in its undivided condition, with covenants of Special Warranty, and each of said five parties, will pay to said Bond their due proportion of the purchase price, and assume their due proportion of the deferred payments, in proportion to the separate quantity each one takes of the said land, and said five parties will then make the cash payment, jointly for the 3 acres and  $\frac{7}{100}$  acres and execute their joint bonds for the two deferred payments thereon. But if said purchasers shall so desire, said Bond Russell may convey to them jointly the said 10 acres and  $\frac{7}{100}$  acres with covenants of Special Warranty and when said Bond shall convey in either way he will report his action to the court, and the cause is continued.

S. W. Russell Grantor.

vs. J. Dacus

Heirs of J. G. Kim + others

Enter other

Dep. 3rd 1871

W. H. H. H.

Entered 1871

Dep. 1st 1871

Dep. 2nd 1871

Dep. 3rd 1871



G. H. Russell guardian & ampt-  
vs.

In Chancery

G. H. Russell et al vs. G. H. Russell et al

This cause came on again  
This the 4<sup>th</sup> day of Sept<sup>r</sup>, 1890 to be heard  
upon the papers formerly read in this cause  
and the reports of Court. Prunnington  
and that of Court. Russell, filed  
yesterday and which reports are unex-  
cepted to: On consideration of all which  
and for reasons appearing to the Court it  
is ordered, adjudged and decreed that  
said reports of said Court. Prunnington  
and the same are hereby confirmed, and that  
said Prunnington's Life Improvement  
Company may take and hold said  
land under and by virtue of said  
and which is directed to be delivered  
to it by the Clerk of this Court. It  
is also adjudged, ordered and decreed  
that said Russell Court. as afo-  
said do pay said Court. Prunnington  
the sum of five dollars for his services  
in executing said decree out of the funds  
in his hands on account of said  
infants and this cause is  
continued



By H. Russell & Co

os 1/2 drum No. 2

E. H. Russell & Co

Dec 10. B # 3

Page 240

J. A. Knight & Co

enter this

Sept 4/90

1/2 km



G. H. Russell, guardian ad litem

vs.

E. H. Russell et al. Defts.

In Chancery

This cause came on this day to be heard upon the bill of the Complt., the separate answer of Mary J. Jew, the joint answer on oath in proper person of Emmet H. & Boris L. Russell, infants over 14 years of age, the joint answer of Emmet H., Boris L. & Rand L. Russell infants by J. R. G. Hyatt their guardian ad litem, the said Complt's replications to said answers, and the deposition of witnesses: On consideration of all which, and it appearing to the Court that <sup>the</sup> interest of said infants will be promoted thereby, it is adjudged, ordered and decreed that the sale made by said Complt. of said infants interest in the ten acres of said farm to the Farmingtons Gap Improvement Company, be and the same is hereby confirmed unto the said purchaser thereof, and as soon as said purchaser pays to said Russell, for the use and benefit of said infants, the full sum of One Thousand dollars, then E. H. Farmingtons, who is hereby appointed a Special Comr. for the purpose, will make said purchaser a deed to said defendants interest in said ten acres of land, which is represented by plat and maps and bounds given in exhibit "B" filed in



Compell's. Licit.

And it further appearing to the Court that the interest of said infants will be promoted by a sale of their undivided interest in the residue of said farm, it is further adjudged, ordered and decreed that the said undivided interest of said infants in said farm, exclusive of said ten acres, be sold by said G. H. Russell, who is hereby appointed a Comr. for the purpose, ~~as a whole~~, or in parts or parcels, on such terms and such times, and either public outcry to the highest bidder, or privately whichever to him, may appear to be most beneficial to the interest of said infants; and when any part or parcel or the whole of said <sup>land</sup> interest in said land <sup>is sold</sup> any sale is made, on time he shall take bonds from the purchaser with good personal security and bearing interest all sales made hereunder on to be subject to the approval of the Court and shall be from date of sale. If all sales made by him of said infants interest in said land, or of any part or parcel thereof, he shall report the fact to the Court, setting out what part of said land is sold, and to whom, the amount for which the sale was made, the manner of payment and whether such sale was made publicly or privately. In the event that said Russell should deem it advisable to sell said infants interest in any part thereof <sup>he</sup> at public outcry, shall

made at public or private sale



first advertise the time, terms and place of sale by written or printed notices, posted in as many as six places in this county, for thirty days.

But before said Russell shall receive said \$1000<sup>00</sup> from said purchaser of said ten acres of said land and before proceeding to execute the terms of this decree with reference to the sale of said interest of said infants in the residue of said land he will execute bond in a penalty of \$10000<sup>00</sup> before the Clerk of this court <sup>of said county, and the said purchaser has agreed to pay same to the guardian of said infants</sup> and conditioned according to law. Said Russell after the payment of all costs attending this suit, out of any moneys received by him on account of sales of said infants interest in said land, will within 30 days from the receipt thereof bore all balances in his hands, taking notes payable to himself as such loans - and with good personal security, & bearing interest from the time of making such loans.

before the County Court - bond as guardian in the penalty of \$10,000<sup>00</sup> with good security

conditioned as the law directs in the will file a receipt in this manner



C. H. Russell Guardian

22. } Decm no. 1.

C. H. Russell et al

Subscribed by C. H. Russell

pages 273-4.

Sept 1<sup>st</sup> 1890

J. H. Russell

Enter this

Sept 1 1890

H. L. Russell



Virginia:

The depositions of James M. Zion and others taken before me H. C. Jostyn a justice of the peace in and for the County of Lee and State of Va., pursuant to notice hereto annexed, at the Circuit Court's Clerk's office of Lee County, Va., on the 18<sup>th</sup> day of August, 1890, to be read as evidence in behalf of George H. Russell guardian &c in a certain suit in Chancery, now depending in the Circuit Court of Lee County, wherein the said G. H. Russell is plaintiff and Emmet H., Doris L. and Rando L. Russell and others are defendants

Present said Russell plaintiff & J. A. G. Hyatt guardian ad litem for said Emmet H., Doris L. and Rando L. Russell.

The witness V. H. Kelly, being duly sworn deposes as follows:

Ques. 1 Please state whether you are acquainted with the tract of land mentioned in plaintiff's bill; that is, the land deeded by Paterson Zion wife to said Geo. H. Russell & his wife Rebecca.

Ans. I am tolerably well acquainted with said land, I <sup>have</sup> lived near by said land for the past 25 years, and have known it during this time.



I am a farmer at present  
have been a merchant a  
considerable portion of the  
time before mentioned.

Ques. 2 Please <sup>state</sup> what would, in your opinion,  
said farm be now worth for  
and for farming purposes.

Ans Forty to fifty <sup>dollars per</sup> acres would  
be a fair price, and as I  
am informed 40 or 50 acres  
of this land is on the bridge  
for the entire farm 40¢ per  
acre is all it is worth for  
farming purposes.

Ques. 3. Please state whether in your opinion,  
said farm could now be sold  
for more than what it is worth for  
farming purposes, and if so, why?

Ans It could be sold now for as  
much again as it is worth, on  
account of a land boom, just  
now being in the vicinity of  
this land, possibly it might  
sell for 2 or 3 times as much.

Ques. 4. Please give the names and ages,  
if you know, of the heirs of Rebecca  
J. R. Rimmer?



Ans. The oldest boy is called Ennit  
H. aged 17 years; Doris Ida  
the girl is about 14 years old,  
and the youngest is Rando L.  
a boy of about 7 years.

Ques. 5- If you know, please state what  
source of income ~~does~~ said infants  
have?

Ans. They have none as I am aware  
of, aside from their interest  
in said farm, that being  
all the estate they have  
and as Mrs. Zion their Grandmother  
has a life estate on said  
land they have no income  
from any source.

Ques. 6 What is the social condition of  
said infants in life?

Ans. As good as the best and  
such that they should be  
educated well.

Ques. 7 Handed or not, in your opinion,  
the interest of said infants be promoted  
by a sale of their interest in said  
land. If so why?

Ans. I think a sale of said lands  
would be to the interest of said  
infants, decidedly, because



it could now be sold for a very high price, and said infants would have an income in the way of interest: whereas as it now is they receive no income whatsoever from their interest in said land.

Ques. 8 Is it not possible that the boom that is now going on in the neighborhood of said <sup>land</sup> might subside before said infants attain the age of 21 years of age.

Ans. It is; and is, therefore, highly all important that said land be now in shape to be put on the market.

Ques. 9 Please state whether you are acquainted with the ten acres of said farm contracted and sold by said E. H. Russell to The Pennington's Golf Improvement Company, if so, state what is the same worth per acre for farming purposes.

Ans. I am acquainted with the said land and consider it worth 50¢ per acre for farm purposes.



Ques 10

Please state whether in your opinion a confirmation of said sale by said Russell of said ~~the~~ acres at the price of \$200<sup>00</sup> per acre would be advisable and promotion of said infants interest in said land - and if so why?

Ans.

I think it would, because the interest arising from the sale money would be more than could be made off of the land in any way, I don't think it could be sold for a higher price than it has been contracted for.

Ques. 11

Does this sale and its confirmation and the cutting it off from the residue of said farm, do the residue <sup>thereof</sup> any injury?

Ans.

I don't think it would, on the contrary if a town is built up on it, it would enhance the price of the residue of said land to a considerable extent, and if no town is built, the residue not enhance, it has sold for



times its value.

X Examined by Guardian  
ad-litem -

Ques 1<sup>st</sup> what interest have said heirs  
in said land.

Ans. They own a half interest in  
the <sup>said</sup> land, <sup>& which</sup> descended to them  
from their Mother Rebecca J. R.  
Russell - subject to the life  
estate thereon, held by Mrs  
Mary J. Zion, who is a woman  
of middle age and in a good  
state of health.

Witness for Claim And further this deponent doth not,  
1 day 50cts. W. H. Kelly

L. M. Zion another witness of lawful  
age being duly sworn deposes  
as follows,

Ques. 1 Please state whether you are  
acquainted with the the tract of land  
mentioned in said plaintiff's bill; that  
is the land decreed by Patterson Zion &  
wife to said W. H. Russell & wife Rebecca.

Answer. I have known the land for all  
my life and I am now forty three  
years old and most of this time  
I have lived within 1/4 of a mile



of the land. My occupation is farming

Ques. 2. What would, in your opinion, said farm now sell at or be worth per acre for farming purposes.

Ans. Not one forty or fifty dollars per acre, and that would be a long price.

Ques. 3. State whether in your opinion said farm could now be sold for more than what it is worth for farming purposes, if so why?

Ans. I think it could be sold for more than above stated at the present time, because of the boom on lands in that vicinity and the probable building of a town. I think it could be sold now for three times as much as it is worth for farming purposes on account of the boom, before mentioned.

Ques. 4. Should or not the interest of said infants be promoted if a sale of their interest in said land could be had? if so why.

Answer. I think it would be to the interest of the infants for the land to be sold, because at present they



get nothing in the way of rents  
& profits from their interest in said  
land, on account of the life  
estate therein of Mrs. Mary J. Zion  
and because if said interest in  
said land was sold at the  
probable high price it would  
bring, the interest on the money  
for their interest in the same  
would by the time the young  
become of age amount to quite  
a large sum, perhaps as much  
as their interest in said land  
would be worth for farming  
purposes.

Ques. 5 Have said infants any other  
estate than their one-half in-  
terest in said land?

Ans. None that I know of and that is  
subject to the life estate of Mrs.  
Mary J. Zion.

Ques. 6 Are you acquainted with the  
acres of said farm heretofore contracted  
and sold by said Russel to the Per-  
mington's Gap Improvement Company, if  
so state what ~~is~~ the same <sup>is</sup> worth for  
acres for farming purposes.



Ans. I am well acquainted with said ten acres of land sold to The Remington Lumber Co. in my opinion it would not be worth more than forty dollars per acre for farming purposes as it is very rocky.

Ques. 7. Would a confirmation of said infants interest in said ten acres of land, of the sale thereof made by said Russell, at the price of \$200<sup>00</sup> per acre be advisable and promotive of the interests of each of said infants. If so why?

Answer. I should think it would be much better <sup>and would promote the interest of</sup> for the infants to have the sale confirmed because \$200 per acre is much more than they could ever get for such land for any other purpose than for which said Company proposes to use it.

Ques. 8. Would the confirmation <sup>of said sale</sup> and cutting off of said ~~interest~~ ten acres from the residue of said tract of land do the residue thereof any injury?

Ans. I don't think it would. but on the contrary it will very much enhance the value of the balance of the farm. because if the ten acres



had not been sold to said Company the whole form would probably only been available for forming purposes. and without the Confirmation of the sale of this ten acres, the said form will still only be available for forming purposes. I have no interest whatever in the sale or Confirmation of said land. I think the price obtained for this land is the very highest that could possibly have been obtained for it, and am of the opinion from all the circumstances surrounding that it would be beneficial and promotive of the interest of each of the said infants to Confirm this sale.

X Examined by Guardian  
ad litem.

Ques. 1. By Guardian ad litem.

Do you consider the sale of this land at 200¢ per acre, is better for these children, than to wait and expect more advanced prices?

Answer. I think it would be to the advantage of the infants to sell now.

And further this deponent swears that;

L. M. Zion

with claims  
1 day 75-



John L. Skaggs another witness of  
lawful age being duly sworn  
deposes as follows:

I have heard the questions asked  
V. H. Kelly and L. M. Zion and  
their answers given thereto, and  
my answer to the same questions  
are the same as given by them  
and I hereby endorse them, and  
make their answers my answers  
to said questions.

with. ca.  
1 day 1884

And further this deponent saith not.  
J. L. Skaggs

James M. Zion another witness of  
lawful age being duly sworn  
deposes as follows:

I have heard the questions asked  
V. H. Kelly and L. M. Zion and their  
answers given thereto, and my  
answer to the same questions are  
the same as given by them, and  
I hereby endorse them and make  
their answers my answers to said  
questions.

Witness  
claim 1 day  
1884

And further this deponent saith not.

James M. Zion.

George W. Russell another witness  
of lawful age being duly sworn



deposes as follows:

Ques. 1. What interest do your said words have in the whole of said farm and in said ten acres?

Answer. one half, subject to the life estate of Mrs Mary J. Zion.

Ques. 2. Have your said words any other estate than that in said land?

Answer. No other than I am aware of.

Ques. 3. Does Mrs. Mary J. Zion relinquish her life estate in said ten acres, if a confirmation of the sale thereof is secured?

Answer. She does, in the interest of my word, who are her grandchildren.

Ques. 4. What at per acre have you contracted said ten acres of land and to whom?

Ans. I have contracted the said ten acres of land represented by a plat filed in this cause marked "B," at \$200. per acre to The Pennington Lumber Co.

Ques. 5. Should a confirmation of this sale of said ten acres be pro-



motion ~~of~~ the interest of your said words, if so why?

Ans.

I think it would, because it was the cause of other lands being sold to said Co. and thereby enhanced the value of other lands belonging to my words.

ques C.

Will the cutting off of this <sup>land from the</sup> ten acres of the residue of said land, do any injury to the residue thereof?

Ans

I don't think it will, but on the contrary I think it will have a tendency to enhance the value of the balance of the farm, because when said Company bores this part of the land, it will necessarily raise the value of the balance of the land that joins it.

X Examined by Guardian  
ad litem

Ques 1. Do you own any interest in this land, if so what?

Ans I own one half interest in said 10 acres. I have a like interest with these children.

Ques 2. Why do you sell your interest?



And.

Because I thought I was getting a  
full and fair price for the land,  
and I thought the sale of this  
would naturally enhance the value  
of the balance of the land.  
And further this deponent soith not.

Geo. W. Russell

Virginia,

Rich County to wit:

I, H. C. Joslyn, a justice of  
the peace for the County and State  
aforesaid, do hereby certify that the  
forgoing depositions of V. H. Kelly,  
L. M. Zier, James M. Zier, John  
F. Skaggs and George W. Russell  
were duly taken sworn to, and subscri-  
ed before me, at the time and place  
and for the purpose therein mentioned.  
Given under my hand this Aug 6,  
1890. Henry C. Joslyn J. P.



G. H. Russell junr.

vs. } Depo-

Est. Russell & Co.

Filed Aug. 18<sup>th</sup> 1890

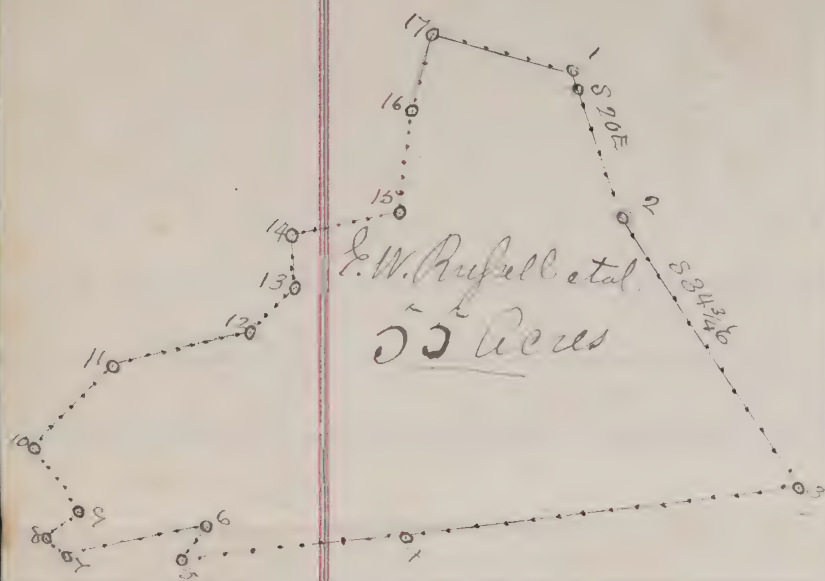
J. A. Hyatt C.

J. P. Lee \$4.50

Wit claim 2.00

\$6.50





Feb 6<sup>th</sup> 1885

I have surveyed for  
E. W. Russell and  
the heirs of his deceased  
wife R. F. Russell

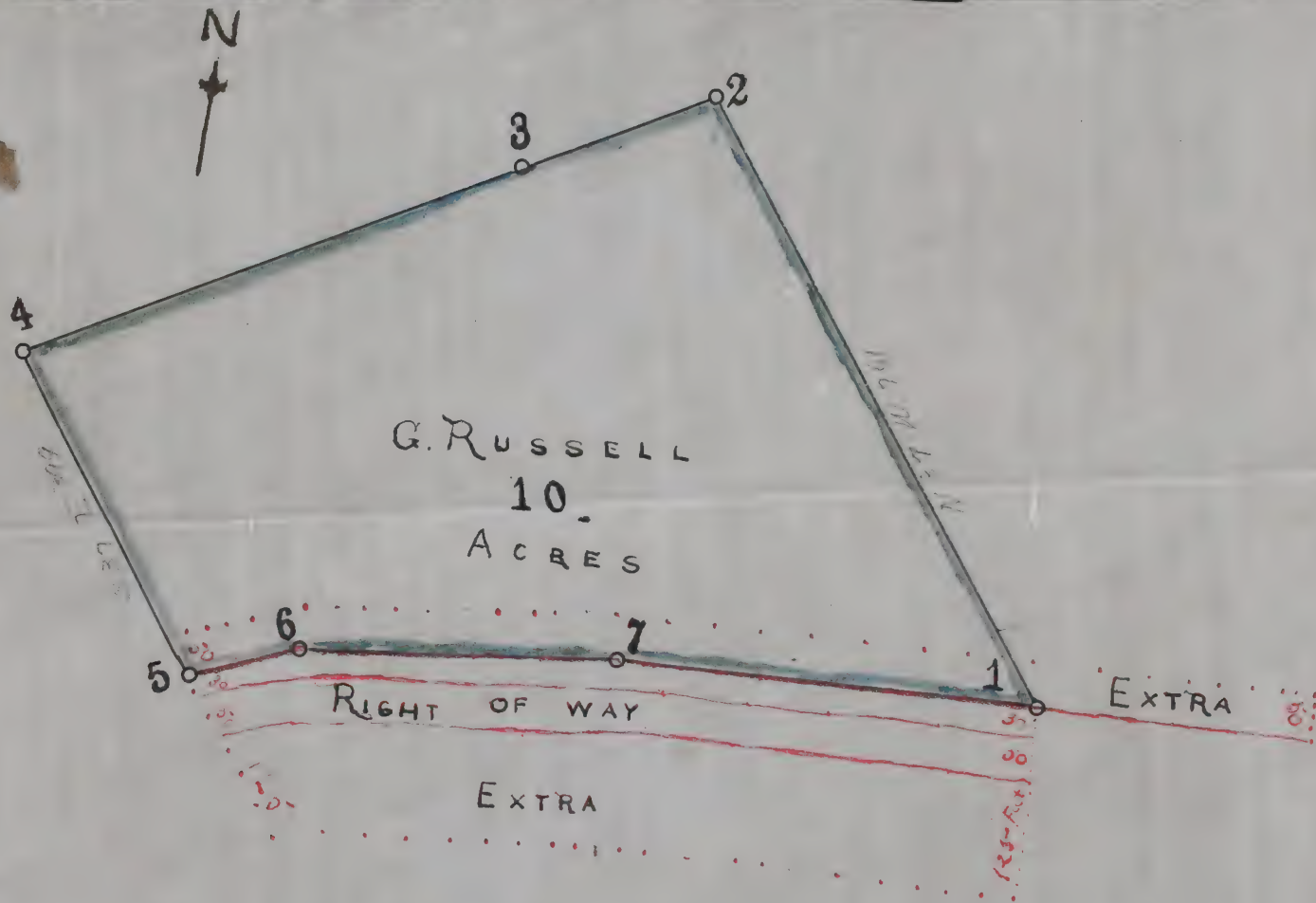
The following described  
tract or parcel of land

lying in De County just south of the  
Town of Birmingham - Beginning at  
a stake in Cain Creek near two bushes an  
original corner thence S 20° E 7 poles to said  
bush thence continuing same course  
S 20° E 28<sup>75</sup>/<sub>100</sub> poles to a black walnut S 34<sup>5</sup>/<sub>4</sub>° E  
where a bold spring - 66<sup>3</sup>/<sub>10</sub> poles to a stake  
in a fence and on original South line and  
with the same S 81<sup>1</sup>/<sub>2</sub>° W 82<sup>2</sup>/<sub>4</sub> poles to a locust  
chestnut oak and two firs - original corner  
- S 83<sup>1</sup>/<sub>4</sub>° W 75<sup>7</sup>/<sub>10</sub> poles to a stake in public road  
and with the same N 34° E 7<sup>65</sup>/<sub>100</sub> poles S 77<sup>3</sup>/<sub>4</sub>° W  
29<sup>1</sup>/<sub>2</sub> poles N 42<sup>1</sup>/<sub>2</sub>° W 5<sup>1</sup>/<sub>4</sub> poles to a stake in Buck  
line road with the same N 51° E 8<sup>65</sup>/<sub>100</sub> poles to a  
large black-gum and dogwood - original corner  
thence continuing with Buck line N 8<sup>1</sup>/<sub>4</sub>° W  
16<sup>1</sup>/<sub>2</sub> poles to a stake in said Creek and  
with the same as it meanders N 43<sup>1</sup>/<sub>2</sub>° E 25<sup>1</sup>/<sub>4</sub>  
poles N 70<sup>2</sup>/<sub>4</sub>° E 2<sup>1</sup>/<sub>4</sub> poles N 77<sup>2</sup>/<sub>4</sub>° E 17<sup>1</sup>/<sub>4</sub> poles N 54<sup>1</sup>/<sub>4</sub>° W  
11 poles N 81° E 22 poles N 3<sup>1</sup>/<sub>2</sub>° E 26 poles N 13<sup>1</sup>/<sub>2</sub>° E 17 poles  
S 72<sup>1</sup>/<sub>4</sub>° E 29<sup>1</sup>/<sub>2</sub> poles to the Beginning Containing 55 Acres  
E. W. Russell surveyor of De County



"A. S."







G. RUSSELL LAND  
(Outside the 10 Acres)

The "Extra" below right of way, as  
informed by Engineer of said R.R. Contains  
two &  $\frac{45}{100}$  ( $2 \frac{45}{100}$ ) acres - The "Extra" above  
right of way & outside of the 10 acres  
surveyed as follows)

Beginning at station or stake 15  
N 87 40 E 300 feet with the north line of sd  
right of way thence at right  
angles thence 50 feet thence  
S 87 40 W 335 feet to East line of said 10 Acres  
& with the same to the be-  
ginning

Containing 0.363 Acres

These two "Extras" at \$100 per acre for $1 \frac{1}{4}$	\$ 245.00
5 " " " " 2 $\frac{1}{4}$	72.60
Total	\$ 317.60

These "Extras" were copied from Engineer's blue  
print & if no changes are made hereafter,  
they are correct

L. M. Carmichael S. L. C.



Survey & Plot  
of  
George Russell land





(Report) G. RUSSELL LAND

By Virtue of Title Bond dated  
from J. W. Russell to the Pennington Gap Impro-  
vement Co. I have surveyed the following described  
land. Beginning on the north side of the Louisville  
& Nashville Railroad at stake 7520 thence with  
a line parallel with the East line of the Howard  
lands (See accompanying plat) Fig. 1, 2, 3, 4, 5, 6, 7, 8

- (1) - - N 32° W 761 feet to a stake in a fence & on the  
George line & with said fence line
- (2) - - S 61° 10' W 229 feet to a stake " " " "
- (3) - - S 61° 35' W 587 feet to a stake in said Howard  
line & with the same
- (4) - - S 32° E 399 feet to a stake on the north line  
of said right of way & with  
the same
- (5) - - N 70° E 116 feet
- (6) - - N 83° 35' E 343 feet
- (7) - - N 82° 40' E 467 feet to the beginning  
containing 10 acres -

Represented by black & green bounded  
figure marked G. Russell 10 acres

This July 1800

Respect submitted

L. M. Carnichael D. L. C.



Survey & plat  
of  
George H. Russell's

Tr. R.

Surveyors fees \$5<sup>00</sup>



Geo. W. Russell Guard & Poff

vs.

Mary J. Giam & others

Deft.

In Chy

To the Hon H. S. K. Merison Judge of the Circuit Court of Lee County Virginia.

Acting for myself and as Commissioner in this case for my three infant children who are my wards, on or about the 26<sup>th</sup> day of April 1891 I bargained & sold about 10 acres and 76/100 acres of land, a plot or diagram of which is herewith filed marked (A B) to Robert <sup>in</sup> Gibson W. T. Gilley, H. E. Fergate, B. H. Sewell & D. B. Sewell at the Price of Five Hundred dollars for same, one third part of the purchase price is to be paid in cash as soon as a legal title shall be made to said land, and the remaining two thirds thereof is to be secured by notes with personal security, bearing interest from the time said deed or deeds of conveyance shall be made and to be paid in one and two years from that time in equal annual installments.

The said R. M. Gibson is to have one and a half acres of said land. H. E. Fergate is to have one and a half acres thereof. W. T. Gilley one acre thereof. B. H. Sewell, one acre thereof and said D. B. Sewell two acres thereof, and each of said parties are to become personally bound to the undersigned for the quantity of land above specified, which each is to get.

At the time of said bargain and sale it was estimated that in the boundary of land described in the written contract, and sold as aforesaid that there was only seven acres when by an actual survey thereof it turns out that there is



in fact, 40 acres and  $76\frac{1}{100}$  acres, and by the terms of said contract, said five parties were to take such excess if any, beyond the 7 acres, at the same price of \$500 per acre, but the undersigned was to have the privilege of retaining the excess beyond the said 7 acres, if he chose so to do, but he does not choose to so retain it, and he requires said five parties to take the remaining three acres and  $76\frac{1}{100}$  acres of land at the same price. The contract in writing herein referred to is herewith filed as a further part hereof marked (A & B)

One undivided half of the land thus sold belongs to the undersigned in his own right, and as a matter of course he has the right to do as he pleases therein, but such is not the case with reference to the other half, for it belongs to his three children his wards.

The undersigned is of opinion that he has made a good sale of said land, and is to get a full and fair price for the same for had he thought otherwise he would not have sold his interest therein, and thus believing, he has no hesitancy in recommending the confirmation of said sale so far as said infants are concerned and he cordially and earnestly recommends its approval and confirmation.

The object of this report is to obtain a decree of your Honor in this cause ratifying and confirming the sale so made by the undersigned acting for said three infants and the appointment of a commissioner on the part of said three infants to convey their interest in said land to the said purchasers, and he now prays for the relief herein indicated. From what has been stated, it will be seen that there



is 3 acres and 76/100 acres more than was estimated at  
the time said contract was made, and as a matter of course  
the same will have to be conveyed to said five named parties  
and they will have to make the cash payment thereon  
and become jointly bound for the deferred payments.

All which is respectfully submitted

By W. Russell Com. & Guard.

July 25 1891.



G. W. Russell Grand

vs. } Cont. Report.

Mary J. Fien 00thues

Filed July 25th 1891.

J. H. Hyatt C.

E. Pen. Prop. to



Beginning at (A) a stake, the N. E. corner of the  
Peruington Twp. Imp. Co's Russell tract, thence  
with the Zion land

N 61° E 306½ feet

N 61° 20' E 690 feet to a stake ~~in the mill~~ on west edge of Public road. C  
side of Public road  
and with some

S 15½° E 167 feet

S 6° 5' W 226 feet

S 37½° W 384 feet = S 35° 4' W 395'

S 15° 25' E 306 feet to a stake on the North  
side of ~~Anderson's~~ <sup>Anderson's</sup> tract  
with North side of road  
way

S 87½° W 341 feet to a stake on a line of  
said Co's Russell tract

N 37½° W 663 feet to the beginning —

Containing 11 acres &  $\frac{19}{100}$  of an acre 11.19 A  
From this amount must be deducted  
 $\frac{43}{100}$  of an acre for the amount in the Public  
road leaving a balance of 10.76 acres

Respect Submitted

L. M. Carnical

Surveyor of Lee Co.

A. G. W. Russell

Field notes of the G. W. Russell Land



Plot of land sold

AB

with report



George W. Russell Guardian for Deft

vs

Emmett H. Russell & others

Defts

In Chancery

To the Hon. H. A. W. Shum Judge of the Circuit Court of Lee County Virginia

The undersigned George W. Russell as Comraisscon for Rando L. Russell an infant under 21 years of age and a Defendant in the Chancery cause above stated

begs leave to report, that by virtue of a decree of the Circuit Court of Lee County, pronounced in the said cause on the 5<sup>th</sup> day of March 1895 that he as Special Com for Rando L. Russell has sold and conveyed to Peter H. Allen said Rando L. Russells undivided interest in two certain pieces of land lying near the Town of Pinnangton Gap in said county with covenants of special warranty, said undivided interest consists of  $\frac{1}{6}$  part of two certain pieces of land, one lying on the north, and the other on the south side of the Louisville and Nashville Rail Road, and the same embraces all the balance of the said lands not heretofore sold which was conveyed by Patterson Zion Wolfe to Geo. W. Russell & Rebecca J. R. Russell his then wife, by deed dated June 4 1877

To show the fact that the sale of said infants in said two pieces of land is a good one the said Geo. W. Russell, and M. E. Russell his present wife and Emmett H. Russell, and W. I. Painter and Dorris I. Painter his wife have all joined in a deed of conveyance to said Allen along with the said Geo. W. Russell as Com. for Rando L. Russell, and this joint deed of conveyance is herewith filed marked (H) for your inspection and approval as to the said Rando L. Russell;

Respectfully submitted

G. W. Russell Com.

Nov. 10 1900



Geo W. Russell & Co

or { Bond. Dept. of deed.

Edmund H. Russell & Co



Know all men by these presents, That  
we Geo W. Russell, T. P. Barringer  
and S. G. Russell of Lee County  
are held and firmly bound  
unto the Commonwealth of Vir-  
ginia in the sum of Twenty  
Thousand dollars, to which  
payment well and truly to be  
made to the said Commonwealth  
we bind ourselves jointly and  
severally firm by these presents  
Witness our hands and seals &  
we waive the benefit of homestead  
rights this 2nd day of Sept  
1858

The Condition of the above Obli-  
gation is such, that whereas the  
above bound Geo W. Russell has  
been appointed Guardian for im-  
ment S. Adams son of Parson Russell  
Minor heir at law of Rebecca J. R.  
Russell deceased, that if the said  
Geo W. Russell shall faithfully  
perform and discharge the duties of  
his office of Guardian aforesaid then  
the above Obligation to be void otherwise  
to remain in full force and virtue  
Witnessed in hand Geo W. Russell Seal  
T. P. Barringer Seal  
S. G. Russell Seal



Virginia

At a county court begun and held for the county  
at the court house thereof on Tuesday Sept 27 1890  
Pursuant to an order of the circuit court  
of this county George W. Russell Guardian  
for Emmet D., Doris Ida, and  
Ransom A. Russell, minor heirs of Rebecca  
J. R. Russell died, this day personally  
appeared in court and together with  
F. P. Cunningham and Harvey J. Russell  
entered into and acknowledged a  
new bond as such Guardian in the  
penalty of Twenty thousand dollars.  
conditioned according to law and  
it is ordered that the clerk of this  
court certify these proceedings  
together with a copy of said bond  
to the clerk of the circuit court  
of this county.

Attest

John R. Gibson



Geo. H. Russell

no. } Copy of Record

E. H. Russell & Co

Filed Sept 3/90

J. A. G. Hyatt



G. W. Russell guard. & Amfalk } In Chancery  
vs  
E. H. Russell et al Defts

To The Hon. St. S. H. Morrison  
Judge of the Circuit Court of Lee Co.,  
Your undersigned Court. By  
leave to report that the Huntington  
Safe Improvement Company has this  
day paid me the \$1000.<sup>00</sup> for the  
interest of said infants in said  
ten acres of land and it, by the  
terms of the decree entered Sept.  
2nd 1890, is entitled to deed for  
the same. Out of said \$1000. I have  
paid the costs in said suit which  
amounted to \$51.60, so there is  
yet in my hands the net sum of  
\$948.40 to be loaned out for the  
use and benefit of said infants.  
All of which is submitted this the  
3<sup>rd</sup> day of Sept. 1890

George W. Russell Court.



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32  
L. H. Russell vs. H. H. Russell

Report of  
vs. } Court Russell  
No. 1

E. H. Russell et al

Filed Sept. 3<sup>rd</sup> 1892  
J. A. Russell



George W Russell Guardian &c Plff }  
against - E. W. Russell et als Defts } in chg.

The undersigned Commissioner in this cause respectfully reports, that in obedience to the decree entered in this cause on yesterday, he has executed to Pennington's Gap improvement Co the deed in said decree directed to be made and files the same herewith marked "D". Sept 3<sup>rd</sup> 1898.

E. W. Pennington Commissioner

To The

Hon H. S. K. Morrison Judge of The  
Circuit Court of the Co.



E. H. Russell quar &c

no } Report of Comm  
for Oreg

E. H. Russell &c

Filed Sept 3<sup>rd</sup> 1890

J. H. Hyatt



George W. Russell Guard &

vs

E. H. Russell & others

Deft

Deft } In Chy

To the Hon. H. S. K. Morrison Judge of the Circuit  
Court of Lee County Virginia

Pursuant to your decree entered in this cause on the  
3<sup>rd</sup> day of Sept 1891. I as cont. on the part of the three infant  
defendants in this cause have made executed and acknowledged  
for record a deed of conveyance, according to the directions  
of the said decree, and the same is herewith filed marked (A)  
for your inspection and approval.

I have by said deed conveyed to R. M. Gibson one and one  
half acres, to H. E. Frigate one and one half acres, to W. J. Gilley  
one acre, to B. H. Swell one acre, and to D. K. Swell and Mary  
C. Swell jointly two acres. And to said R. M. Gibson H. E. Frigate  
W. J. Gilley, B. H. Swell, and D. K. Swell jointly the remaining 3  
acres and  $\frac{7}{100}$  acres, all with covenants of special warranty

Respectfully Submitted

G. W. Russell Cont. & Guard.

Dec. 4 1891.



G. W. Russell Guards

no } Cont. Report of dead.

E. H. Russell & al

Filed Nov. Term 1891

J. ~~W. Hyatt~~ C

Dated Dec 4, 1891



George W. Russell, Guard, &c.

Plff

See Chy.

vs.  
Emmet H. Russell et al.

Def.

To the Hon Wm S. Miller, Judge  
of the Circuit Court of Le County -

Since making my last report in this  
Cause, my ward Emmet H. Russell has  
arrived at the age of 21 years, and is  
therefore of age under the law of the  
land to act for himself. But Doris  
J. Russell & Rando L. Russell, are still  
infants, and are my wards.

I have recently on behalf of myself  
Contracted and sold to John F. Skaggs  
One undivided half of a certain tract  
of land, adjoining to and immediately  
South of the town of Pownungton Gof.  
Containing 55 acres, at the price of  
\$30<sup>00</sup> per acre, one third part of which  
is to be paid in hand and the residue  
on one & two years time with interest  
after said sale shall have been ratified.

My son, the said Emmet H. Russell  
is not only willing, but is anxious  
to carry out the trade made by me.

I have also, as the guardian for the  
said Doris J. & Rando L. Russell, and  
as Commissioner in this Cause, have bar-  
gained & sold, subject to the approval  
of your honor, my said two wards  
undivided interests in the said 55  
acre tract, and their <sup>said</sup> interests consist



1 of two-thirds of one undivided half  
2 thereof. On the part of myself, I regard  
3 the sale made by me as a good one, &  
4 shall therefore execute the Contract  
5 to the letter. My son, Emmet H Russell  
6 likewise regards the sale & will like-  
7 wise execute the Contract, & I do not  
8 hesitate to say, that the Contract made  
9 by me, for my said two wards is like-  
10 wise a good one, and should be  
11 ratified and approved by your Honor,  
12 and the undersigned as Commissioners  
13 in the Cause, prays your Honor  
14 to enter an order in said Cause  
15 ratifying, approving, & confirming  
16 the sale made by me, on the part  
17 of said infants, to the said John F.  
18 Skaggs.

19 Your Commissioner now files here-  
20 with as a part of this report, a sur-  
21 vey and plot, of the said 55 acres  
22 of land so contracted & sold to the  
23 said Skaggs, and the same is  
24 marked "A. B." and I so file this  
25 paper, that if the sale shall be af-  
26 firmed you will have Cause, and  
27 distance, by which Conveyances should  
28 be made.

29 Respectfully submitted-  
30 George W. Russell, Court,  
31 & guardian.

32 Feby. 22, 1895.



George W. Russell  
Guard, D.C.  
Course Report.

Emmet H. Russell  
et al.

Filed February the 22<sup>nd</sup>  
1896: A.B. Munsey Clerk



George W Russell Guard &c }  
do. } In Chy  
Emmett H. Russell & others } Defts

To the Hon W J Miller Judge of the Circuit  
Court of Lee County Virginia

Obedient to your decree entered in this cause on the  
5th day of March 1895 the undersigned begs leave to report  
that as directed thereby he has made signed and acknowledged  
a proper deed of conveyance By which he as commissioner  
has conveyed to John F Skaggs and E J Skaggs the undivided interest  
of Davis I Russell and Rando L Russell in and to the 55 acre  
tract of land referred to in the said decree being two sixths thereof  
with covenants of special warranty

Your Court deems it proper to state that said decree directs  
him to convey the same to John F Skaggs and as he directed  
me to convey it to him and his wife jointly I thought it  
proper to do so and I accordingly so conveyed it.

Now as your Court owned one half of said tract of land and  
Emmett H. Russell one sixth thereof, to save the expense of a  
separate deed, Your Court wife and Emmett H. Russell and your  
Court as such made a joint conveyance of said tract of land  
to said John F. & E J Skaggs and have delivered said deed to them

Respectfully Submitted

George W. Russell Special Court



George W. Russell, Grand Juror  
as { least Report of land 55 acres  
Edmond H. Russell, Father

Filed Oct 22 1896.

A. B. Munsey Clerk



This Deed ~~made~~ This fourth day of June  
One Thousand eight hundred and  
seventy seven, by and between Pat-  
erson Giers and Mary Jane his  
wife of the first part, and George  
W. Russell and Rebecca J. R. Russell  
his wife, of the second part all of  
the County of Lee and State of Virg-  
inia, Witnesseth That the parties of  
the first part for and in consid-  
eration of the sum of Three Thousand  
dollars to them in hand paid,  
the receipt whereof is hereby ac-  
knowledgeed, hath this day sold  
unto the parties of the second  
part, one certain tract or parcel  
of land it being part of Three  
different tracts situated in the  
County of Lee and on the waters  
of Can Creek containing one hun-  
dred and sixty acres, be the  
same more or less and bounded  
as follows to wit: Beginning at  
a stake and small black walnut  
on a line of Chadrack B. Howard  
thence with said line S. 40 E. 45 1/2  
poles to a horn beam on the bank  
of Can Creek S. 17° W. 28 poles mean-  
dering the creek to two beeches




near the bank of said creek, on  
the south side, thence with and  
up cane Creek and with said  
Howards line 154 poles to a stake in  
Burk's line in the middle of said  
creek then with said Burk's line  
S 40° E 16 1/2 poles to a gum and dogwood  
S 49° W 21 1/3 poles to a stake and small  
poplar, on a line of said John E. Burk's  
thence N 79° E with the Fisher line  
passing a corner at the end of 84  
poles 209 1/2 poles to a stake and  
rock and white oak bush marked  
as a pointer N 4° E 140 poles to  
a rock having crossed Cane Creek  
N 53° E crossing the road. 13 1/2 poles  
to a rock above and near a pond, then  
N 17° 1/4° E 8 1/2 poles to a rock N 10° E 29 poles  
to a sugar tree N 34° E 33 1/2 poles to a  
rock N 74° 1/4° E 24 poles to a rock N 8° 1/4°  
W 40 poles to a rock on a dividing line  
between said Patterson Zion and A.D.  
Zion, then with said division line  
S 76 1/2° W 39 poles to a stake and black  
walnut, thence S 7 1/2° E 41 1/2 poles to  
a stake and walnut then S 70° W  
40 poles to a small walnut at a  
line S 58° W 110 poles to the beginning,  
and the said Patterson Zion and



Mary Jane his wife, do hereby expressly reserve to themselves the full use and enjoyment of the land hereby conveyed during natural lives and the parties of the first part will forever warrant and defend the title to the land herein described against the claim or claims of any and all persons whatsoever, in testimony Witness the following signatures and seals, this day and year above written.

Patterson Zion 

Mary Jane Zion 

Virginia. Lee County Court Clerk's office  
the 29<sup>th</sup> day of January 1878.

The foregoing deed from Patterson Zion & Mary Jane his wife of the one part, to George W. Russell and Rebecca J. R. his wife of the second part all of Lee County Virginia, was this day acknowledged before me by the said Patterson Zion to be his act and deed for the purposes therein mentioned, And the said Mary J. Zion wife of the said Patterson Zion being examined by me privily and apart from her said husband and having the said deed read and fully explained



to her, acknowledged that she had  
willingly executed the same and  
did not wish to retract it and  
said deed is admitted to record.

Test James W. Orr clerk  
Copy of the record  
Test J. R. Gibson Clk.

G. W. Russell

Surge

True Copy of Deed

Pattee and Sam Hup

Deed Book 18

P. 176,

For 754



Known all men by these pres-  
ents that, J. E. H. Russell am held  
and firmly bound unto The Pen-  
nington's Gap Improvement Com-  
pany a corporation in the full  
sum of five thousand, and for  
the true payment whereof I here-  
by bind myself, heirs, and I  
also waive the benefit of the  
Homestead Law as to this obligation.  
Witness my hand & seal this May  
3<sup>rd</sup> 1890.

Now the condition of the a-  
bove obligation is such that-  
whereas the above named Russell  
has this day sold unto the said  
Improvement-Company the fol-  
lowing described tract or parcel of  
land lying and being in Lee County,  
Va., it being ~~the~~ a part of the same  
land that was conveyed to said Rus-  
sell & wife by Patterson <sup>& wife</sup> given and  
bounded as follows to wit: Beginning at  
point on the line of C. B. Howard's  
land and on the north side of the  
right of way of the L. & N. R. R. thence  
eastward and with the right of  
way of said railroad to station  
1557, or about midway of a little  
cut west of pond, thence north-  
ward to a line of the Land of  
Elizabeth Yeary and so as to be part



1 all set with the line between said Howard  
2 land and this land. Thence with a  
3 line of said Yeary's land to the line  
4 of said Howard land, thence with  
5 the line of said land to the Be-  
6 ginning at the price of two hun-  
7 dred dollars per acre, one half  
8 of the purchase price of the said  
9 land to be paid for as soon as  
10 said land can be surveyed by a  
11 competent surveyor, and the res-  
12 idue as soon as said Russell  
13 obtains a deed from the heirs  
14 of Rebecca J. Russell, who have  
15 a half interest in said land.  
16 And on said first payment said  
17 Russell binds himself to make  
18 a deed to said land with cov-  
19 erants of General warranty. Said  
20 Russell retains possession of  
21 said land until he can get off  
22 the wheat crop that is now  
23 growing on said land. I here fur-  
24 thermore said Company agrees  
25 to pay said Russell at the rate  
26 of one hundred dollars per  
27 acre for the land south of  
28 said railroad, and which is  
29 taken for side tracks and de-  
30 pot purposes and was given  
31 to said Company on May 2<sup>d</sup> 1890.  
32 Said Russell reserves the rails



1 That is on the land South of said  
2 Railroad. This ~~this~~ contract is  
3 made with the express under-  
4 standing that if said Railroad  
5 does not establish a depot on  
6 said land or the lands of C. B. Knox  
7 and then said Company is not  
8 bound to take said land, and if  
9 said Russell fails to obtain a  
10 title to the interest of said heirs  
11 of Rebecca J. Russell in said land  
12 then he binds himself to repay  
13 any money that he may have  
14 been paid him on his inter-  
15 est in the same, and he binds  
16 himself to proceed immediately  
17 to institute proceedings to obtain  
18 title to said infant's interest in  
19 said land. Said Russell is  
20 to have said land surveyed  
21 at his own expense.

22 Geo. W. Russell. 

23  
24 Recd of the Punnington's Gap Im-  
25 provement Company through  
26 H. S. Morgan Treasr. One hun-  
27 dred dollars on the first pay-  
28 ment of the land in the above  
29 contract set out This May 3/95.

30 Geo. W. Russell.



D. G. Lupton Com

From } Contract

St. St. Russell



Know all men that I G.W. Russell  
am held and firmly bound unto  
R.M. Gibson, H.E. Fugate, W.T. Gilly,  
D.C. Sewell and B.H. Sewell in the sum  
of eight thousand dollars, to be paid  
to the said R.M. Gibson, H.E. Fugate  
W.T. Gilly, D.C. Sewell and B.H. Sewell  
their heirs personal representatives or  
assigns, according to their respec-  
tive interests as hereinafter specified.  
For the payment whereof, I bind myself  
my heirs and assigns by these presents,  
And I hereby waive the benefit of  
my homestead exemptions as to  
this obligation. Sealed with my  
seal and dated this the 25<sup>th</sup> day  
of April 1891.

The Condition of the above  
obligation is such that whereas  
the above bound G.W. Russell has  
agreed to sell and convey to the  
said R.M. Gibson, H.E. Fugate,  
W.T. Gilly, D.C. Sewell and B.H.  
Sewell, possession to be given  
as soon as this sale is confirmed  
by decree of Court as to the infants  
interests as hereinafter named,  
a tract or parcel of land, lying  
on Cane Creek, on the North side  
of the L.V. R.R. in Lee County,  
Virginia estimated to contain



seven acres more or less, but  
the exact quantity is to be ascertained  
by actual survey by horizontal  
measurement, and said Tract of land  
is bounded as follows, to wit: On  
the West by the land of the Remington  
Gap Improvement Co., on the North  
by the land of A.B. Dutton, on the  
East by the County Road leading  
to Remingtons Gap, and on the South  
by the land set apart for a County  
road. For which the said R.M.  
Gibson, H.E. Fugate, W.J. Gilley,  
D.C. Sewell, and S.H. Sewell have  
agreed to pay the above named G.  
W. Russell, the sum of five hundred  
dollars per acre for said land, to be  
paid as follows; One third Cash in  
hand as soon as the said G.W. Russell  
can obtain a deed of conveyance  
from the heirs of Rebecca R. Russell  
deceased, who own an undivided  
one half interest in said tract of  
land, and the residue in two  
equal annual installments, for  
which bonds are to be executed  
with good personal security bear-  
ing date from the time of said Cash  
payment, with interest from that  
date. The interest hereby sold to  
each of said parties in said tract



of land is as follows: To R. M. Gibson  
one and one half undivided acres,  
to H. E. Fugate one and one half <sup>undivided</sup>  
acres, to W. Y. Gilley one undivided  
acre, to D. B. Sevoice two undivided  
acres, and to B. H. Russell one undivided  
acre, and the <sup>said</sup> parties are bound for  
the said purchase money to the extent  
of their respective interests only. But  
if the said tract of land contains more  
than seven acres the said parties are to  
take the over plus at the same price per  
acre, or the said Russell may retain  
the same at his option, but he must elect which  
he will do as soon as said land is surveyed.  
And the said G. M. Russell, as soon as this  
sale is confirmed by the Court as to the  
said infants interest, binds himself  
to convey to the said parties their  
respective interests in said tract of  
land by deed with covenants of  
General Warranty as to his interest  
in said tract of land and with Special  
warranty as to the said infants interest  
in the same, and the cash payments  
are to be made, and the said bonds executed  
by the said purchasers according to their  
respective parts or interests as above  
stated. The said Russell is to initiate  
proceedings at once to obtain  
a title to the said infants interest



1 and to have said tract of land surveyed  
2 by a competent surveyor, both of which  
3 are to be at the expense of the said  
4 Russell.

5 Said Russell also gives a right of way to said  
6 purchasers as to his interest in the lands East  
7 of his dwelling house along the right of way  
8 of the L. & N. R.R. on the south side thereof for  
9 the purpose of piping water to their saunders.  
10 And the said Russell reserves his rails around  
11 the said tract of land. and the said purchasers  
12 have the privilege of entering upon said  
13 tract of land at any time for the purpose  
14 of surveying and laying off lots.

15 This contract is made with the express  
16 understanding that if the said Russell  
17 fails to obtain the title to the said interest  
18 or heirs interests, of Rebecca J.R. Russell  
19 deceased, in said tract of land, then  
20 this contract is null and void,

21 But the said Russell is to use due dili-  
22 gence and use proper efforts to obtain  
23 the title to said heirs interest in said land.  
24 Now if the above named G.W. Russell shall well  
25 and truly and according to the true intent and mean-  
26 ing hereof perform and satisfy each and all of the  
27 stipulations aforesaid, on his part to be performed  
28 and satisfied, so that no default therein, or in any  
29 part thereof, on his part shall occur, then this obligation to be  
30 void, or else <sup>to</sup> remain in full force and virtue.

George W. Russell. (Seal)







Compared  
with a copy  
of the original  
Grant Sept.  
18<sup>th</sup> 1887  
J.E. Lipps Clerk

Robt. Brooke Esqr Governor of the Commonwealth  
of Virginia. To all to whom these presents  
shall come Greeting. Know ye that by  
virtue of four Land Office Treasurers  
warrants Nos 1131, 1049, 1048, and 1039 issued  
the 2<sup>nd</sup> and 3<sup>rd</sup> days of January 1795-  
there is Granted by the said Common-  
wealth unto Nathan Fields, Nathaniel  
Paylor and John Johnson a certain  
tract or parcel of land containing  
Sixty two thousand acres by survey  
bearing date the 20<sup>th</sup> day of May 1795-  
lying and being in the County of Lee  
on the waters of Powell and Cumberland  
rivers and bounded as followeth to wit:  
Beginning at a black oak walnut  
green sugar tree and buckeye on the  
top of a ridge, and running N 40°  
E 2420 poles Crossing several small  
branches and passing good soil and  
good timber to a chestnut poplar  
and sugar Sapling on the top of  
a ridge N 13° E 66 poles passing through  
rich peavine rich weed and grassy  
land to a large spanish oak on the  
sides of a ridge N 44 poles to a large  
spanish oak and two sugar trees  
on a ridge N 13° E 210 poles passing  
the the head of Calihams Spring  
some rich land and good timber  
to a chestnut and three sugar  
trees on a flat N 40° W 120 poles



to a chestnut oak and sugar tree on a  
ridge N 35° W 60 poles to three maples  
and a walnut nigh a flat among  
some rocks N 37° W 20 poles to a large  
cherry tree and two chestnuts oaks on  
a flat N 15° W 88 poles to two chest-  
nuts a maple and hickory on a  
flat N 55° W 60 poles to three trees  
on a rise N 18° W 80 poles to a black  
walnut and lynn in rich fertile  
land N 37° E 58 poles to a poplar and  
sugar tree and black oak on a ridge  
N 126 poles to a large black oak  
hickory and buckeye on a rich ridge  
N 28° E 38 poles to four chestnuts and  
a buckeye on a rise N 71° E 36 poles  
to two chestnuts a spanish oak and  
2 sugar saplings on a spur N 37° E  
32 poles to a lynn and two  
sugar saplings on a rich hill  
N 71° E 32 poles to three chestnuts  
on the side of a ridge S 60° E 54 poles  
to three chestnuts oaks on the top  
of a ridge E 130 poles to a chestnuts  
maple and spanish oak on a flat  
spa N 44° E 40 poles to two chestnuts  
and a sugar sapling on the top of a  
ridge N 20° E 138 poles passing through  
rich land to five maples on the point  
of a ridge E 40 poles to two maples  
and a sugar tree on a rise  
S 59° E 34 poles to a maple marked



N. H. above the head of Sugar its  
Spring E 62 poles to three sugar  
saplings on a rise S 80° E 46 poles  
to two black oaks on a ridge  
N 19° E 54 poles to a chestnut and  
two maples on a ridge N 50° E  
50 poles to a large chestnut and  
cherry tree on rich level land N 67  
E 72 poles passing good soil to a  
maple sugar tree hickory and  
lynn on a flat N 25° E 94 poles  
to a large spanish oak hickory  
and chestnut oak on a ridge  
N 45° E 44 poles to a sugar tree  
hickory and buckeye on a ridge  
N 61° E 38 poles to a maple and  
sugar tree on a ridge N 3° E 116 poles to  
a chestnut and maple at the foot  
of a spur N 30° W 46 poles to two lynn  
on good rich soil N 3° E 54 poles to  
two large chestnuts on a flat N 32° E  
62 poles to two large spanish oaks on  
a rise N 73° E 54 poles to two chestnuts  
and a sugar tree on the side of a hill  
S 44° E 62 poles to four sugar trees on a  
ridge N 47° E 70 poles to two buckeyes  
a hickory walnut and sugar sapling  
on a flat in rich land N 77° E 94  
poles to a maple and two chestnuts  
on a ridge S 43° E 40 poles to a double  
chestnut and maple on a ridge  
E 28 poles to a large maple

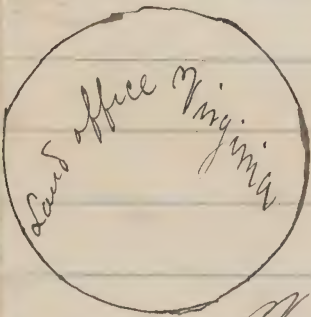


Lynn and Sugar sapling on the side  
 of a hill N 44° E 42 poles to three  
 Sugar saplings and a Lynn on a strong  
 point N 83° E 126 poles passing through  
 rich land and a good sugar orchard  
 to pointers on the top of a ridge  
 N 65° E 80 poles to a sugar on the top of a  
 ridge S 56° E 2874 poles crossing Powell's  
 River and several branches to a stake  
 on a rise S 57° W 4760 poles crossing several  
 branches to pointers thence N 54° W  
 1310 poles to the Beginning. But it  
 is always to be understood that the  
 survey upon which this Grant is  
 founded includes 2223 acres of  
 prior claims. The property of Matthew  
 Miloughby, Robert Preston and others  
 which having a preference by law  
 to the warrants and rights upon  
 upon which this Grant is founded  
 liberty is reserved that the same shall  
 be firm and valid and may be carried  
 into Grant or Grants and this Grant  
 shall be no bar in either law or  
 equity to the confirmation of the  
 title or titles to the same as  
 before mentioned and reserved  
 with its appurtenances to have  
 and to hold the said tract or parcel  
 of land with its appurtenances to  
 the said Nathan Fields Nathaniel  
 Paylor and John Johnson (except



as before excepted) and their heirs forever  
In whereof the said Robt Brooke Esq  
Governor of the Commonwealth of  
Virginia hath hereunto set his hand  
and caused the lesser seal of the  
said Commonwealth to be affixed at  
Richmond on the 30<sup>th</sup> day January  
in the Year of our Lord 1796 and  
of the Commonwealth the 20<sup>th</sup>

Robt. Brooke  
Land Office Richmond Va. The foregoing  
is a true copy from the records  
Witness my hand and seal of Office this  
20<sup>th</sup> Dec. 1886, D. A. Wingfield Reg Land Office



Virginia, Wise County Court Clerk's office  
Sept. 10<sup>th</sup> 1887. The foregoing copy  
of grants from the Commonwealth of  
Virginia to Nathan Fields Nathaniel  
Taylor and John Johnson Issued the  
2<sup>d</sup> and 30<sup>th</sup> days of January 1796- was  
this day received into my said office  
Whereupon the same is admitted to  
records.

Attest: J. E. Lipps, Clerk  
By J. E. Lipps D. C.  
+ Copy - Attest: J. E. Lipps Clerk  
By C. P. Addington D. C.  
Clerk's fee for copy &c. \$1.00



Commonwealth of Pa

To [Copy of Land Grant  
Nathan Fildes et al

D.B. 9- p. 393.



KNOW ALL MEN BY THESE PRESENTS, That we *G. H. Russell*  
*St. J. Russell, F. P. Baumgardner*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Ten*  
*Thousand* dollars, to the payment whereof, well and truly  
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our  
and each of our heirs, executors and administrators, jointly and severally, firmly by these  
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,  
and any claim, right, or privilege to discharge any liability arising under this bond, or by  
virtue of said office or trust, in any currency, funds, counter claims or offsets other than  
legal-tender currency of United States. Sealed with our seals, and dated *2nd* day  
of *September*, one thousand eight hundred and *ninety*

The Condition of The Above Obligation is Such, That whereas *The said G. H.*  
*Russell was this day appointed a commissioner*  
*for the sale of his ward's interest in the*  
*land in the bill and proceedings men-*  
*tioned in the Chancery cause of G. H.*  
*Russell guardian &c vs. E. H. Russell*  
*&c all now pending in the Circuit Court*  
*for Lee County, Va; Now if said Russell shall*  
*faithfully perform his duties as such com-*  
*missioner and according to the terms of said*  
*decree this day entered and according to*  
*law and accounting for all moneys that*  
*may be received by him as such*  
*commissioner of sale of said interest*  
*in said land*  
then this obligation to be void, or otherwise to remain in full force and virtue.

*Geo H Russell* (SEAL)

*F. P. Baumgardner* (SEAL)

*Harvey J. Russell* (SEAL)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of  
the county of Lee *G. H. Russell, St. J. Russell and F. P. Baumgardner*  
and made oath that *this* estate, after the payment of all *this* just debts, and  
those for which *he* are bound as security for others and expect to pay, are  
worth the sum of *Ten Thousand* dollars,  
over and above exemptions allowed by law.

Given under my hand this *2nd* day of *Sept* 18 *70*  
Teste: *J. A. G. Hyatt* Clerk.



E. W. Russell junr &c

vs } Bond

E. W. Russell & al

Filed Sept: 2<sup>nd</sup> 1890

J. A. L. Hyatt &c



Sold to J. F. & E. J. Skaggs his wife

Mr. A. J. Morgan

Dear Sir:-

I send plat and report by  
Rando. The terms of sale  
are one third ( $\frac{1}{3}$ ) <sup>\$550</sup> down, Bal.  
on one and two yrs equal  
payments \$550. each

Aggregate \$1650.00 (\$30 per acre)  
for 55 acres.

Yours Truly

Geo. W. Russell

This tract is probably subject to Right of-  
way of L & N. R. R. Skaggs takes it with  
that understanding.



Mr. H. J. Morgan  
Addressed



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*Mary J. Brown*  
*Lusana Garrison, Emmet H. Russell*  
*Doris I. Russell and Rando L. Russell*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *August* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them*

by *E. W. Russell* *Attorney*  
*for Emmet H. Russell Doris I. Russell*  
*and Rando L. Russell*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *29<sup>th</sup>* day of *July* 189*0*, in the 11*th* year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.



C. W. J.

C. W. Russell Secy

20 3/4 Spain Chy

Mary J. Zion et al

To 1<sup>st</sup> Aug. Rules 1890.

Executed July the  
2 & the 1890 by delivering  
a true copy of the  
Within to Susan  
Garrison one to  
Emm<sup>t</sup> Russell one  
to Davis J Russell  
one to Rapdo L Russell  
one to Mary J Zion  
P. No. Recs. or Dept. for  
A B Munney & Co